

EXHIBIT G

EXECUTION COPY

THE LTV CORPORATION

11³/₄% Senior Notes Due 2009

INDENTURE

Dated as of November 5, 1999

U.S. BANK TRUST
NATIONAL ASSOCIATION

Trustee

SECTION 4.02. SEC Reports. Notwithstanding that the Company may not be required to remain subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with, or furnish to, the SEC such annual reports and such information, documents and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such information, documents and reports to be so filed at the times specified for the filing of such information, documents and reports under such Sections (the "Required Filing Times"); provided, however, that the Company shall not be so obligated to file such information, documents and reports with the SEC if the SEC does not permit such filings. The Company shall also in any event (a) within 15 days of each Required Filing Time, provide the Trustee and the Holders of Securities with copies of such information, documents and reports and (b) if the SEC does not permit the filing of such information, documents and reports, promptly upon written request by a prospective Holder of Securities supply copies of such information, documents and reports to such prospective Holder of Securities.

SECTION 4.03. Intentionally Deleted.

SECTION 4.04. Covenant Termination. After the Company has reached Investment Grade Status, and notwithstanding that the Company may later cease to have an Investment Grade Rating from either or both of the Rating Agencies, the Company and the Restricted Subsidiaries shall be released from their obligations to comply with Sections 4.05, 4.06, 4.08, 4.10, 4.11, 4.12, 4.16, 5.01(a)(v) and (vi), 5.02(a)(v) and (vi) and clause (x) of the second paragraph (and such clause (x) as referred to in the first paragraph) of Section 4.14. The Company shall notify the Trustee when it reaches Investment Grade Status.

SECTION 4.05. Limitation on Debt and Restricted Subsidiary Preferred Stock. The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, Incur any Debt (which includes, in the case of Restricted Subsidiaries, Preferred Stock) unless, after giving pro forma effect to the application of the proceeds thereof, no Default or Event of Default would occur as a consequence of such Incurrence or be continuing following such Incurrence and either (a) after giving pro forma effect to the Incurrence of such Debt and the application of the proceeds thereof, the Consolidated Interest Coverage Ratio would be greater than 2.00 to 1.00 or (b) such Debt is Permitted Debt.

SECTION 4.06. Limitation on Restricted Payments. (a) The Company shall not make, and shall not permit any Restricted Subsidiary to make, directly or indirectly, any Restricted Payment if at the time of, and after giving pro forma effect to, such proposed Restricted Payment:

(i) a Default or Event of Default shall have occurred and be continuing;

(ii) the Company could not Incur at least \$1.00 of additional Debt pursuant to Section 4.05(a); or

(iii) the aggregate amount of such Restricted Payment and all other Restricted Payments declared or made since the Issue Date of